

Panaji, 21st December, 1989 (Agrahayana 30, 1911)

SERIES II No. 38

OFFICIAL GAZETTE



GOVERNMENT OF GOA

EXTRAORDINARY

GOVERNMENT OF GOA

Revenue Department

Notification

No. 22/113/88-RD

Whereas by Government Notification No. 22/113/88-RD dated 5-9-89 published on page 401-402 of Series II, No. 38 of the Official Gazette dated 22-12-88 and in two newspapers (i) Rashtramat dated 12-9-88 and (ii) Navhind Times dated 18-9-88 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was likely to be needed for public purpose, viz. Land Acquisition for construction of water courses No. D1SWC-IR, SWC-2R and D1SWC-3 in the Command area of Sanvorde Branch in the village Xeldem and Odar and Cacora in Quepem Taluka.

And whereas, the Government of Goa (hereinafter referred to as the "Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of publication of the notice relating to the said land under sub-section (1) of section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares under the provisions of section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of section 3 of the said Act, the Special Land Acquisition Officer, S.I.P. Gogal Margao to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Special Land Acquisition Officer, S.I.P. Gogal Margao till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka: Quepem

Village: Xeldem

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
321/2 part	1. Manohar Vithoba Gauns Dessai. 2. Rajanikant Vithoba Gauns Dessai.	495.00

	1	2	3
" /2 part	3. Pandurang Vithoba Gauns Dessai. 1. Sukdo Ganesh Gauns Dessai. 2. Krishna Datta Gauns Dessai. 3. Roghu Dharmu Gauns Dessai. 4. Mablu Sautu Gauns Dessai. 5. Yeshwant Chandru Gauns Dessai. 6. Narayan Raghaba Gauns Dessai. 7. Bicaji Toplo Gaunso Dessai. 8. Uttam Devappa Gaunso Dessai. 9. Krishna Rama Gaunso Dessai. 10. Ganji Mablu Gaunso Dessai. 11. Ganesh Purso Gaunso Dessai. 12. Narayan Chandru Gaunso Dessai.	1146.00	
320 part	1. Maria Morena. 2. William Morena. 3. Walter Morena. 4. Florence Morena. 5. Manuel Morena.	210.00	
323/1 part	1. Vikram Nilu Gauns Dessai. 2. Satish Nilu Gauns Dessai.	245.00	
317/1 part	1. Manuel Morena. 2. William Morena. 3. Walter Morena. 4. Florence Morena. 5. Maria Morena.	200.00	
317/11 part	1. Manuel Morena. 2. William Morena. 3. Walter Morena. 4. Florence Morena. 5. Maria Morena.	260.00	
317/12 part	T: Mahadev Baboni Naik. 1. Manuel Morena. 2. William Morena. 3. Walter Morena. 4. Florence Morena. 5. Maria Morena.	210.00	
316 part	T: Mahadev Baboni Naik. 1. Shri Gram Devi Sateri Xeldem.	250.00	
3 part	1. Sateri Gram Devi.	290.00	
4 part	1. Ram Raghaba Gauns Dessai. 2. Fati Chandru Gauns Dessai. 3. Sukdo Ganesh Gauns Dessai. 4. Datta Raghaba Gauns Dessai. 5. Deu Soiru Gauns Dessai. 6. Narayan Chandru Gauns Dessai. 7. Purso Vissu Gauns Dessai. 8. Krishna Ram Gauns Dessai. 9. Yessodi Vishnu Gauns Dessai. 10. Shaba Darma Gauns Dessai. 11. Raglu Darma Gauns Dessai. 12. Kalu Raghaba Gauns Dessai. 13. Nanu Bablo Gauns Dessai. 14. Keshav Ganesh Gauns Dessai. 15. Uttam Bhiku Gauns Dessai. 16. Nilu Bhiku Gauns Dessai. 17. Narsiva Vithoba Gauns Dessai. 18. Anand Narayan Gauns Dessai. 19. Gangai Mablu Gauns Dessai.	450.00	

1	2	3	1	2	3
20. Ganesh Purso Gauns Dessai.	36/2 part	1. Shambu Chandru Gaunso Dessai.	244.00		
21. Bhikaji T. Gauns Dessai.		2. Krishna Chandru Gaunso Dessai.			
22. Balso Raghunath Gauns Dessai.		3. Deu Chandru Gaunso Dessai.			
23. Gamba Gauns Dessai.		4. Gopinath Purso Gaunso Dessai.			
<i>Boundaries:</i>		5. Ganesh Vithoba Gaunso Dessai.			
North: S. No. 4, 321/2, S. No.		6. Satosha Sadasiva Gaunso Dessai.			
23, S. No. 316.		7. Hari Bablo Gaunso Dessai.			
South: S. No. 2, 321/2, S. No.		8. Uttam Bablo Gaunso Dessai.			
323/1.		9. Anant Yesso Gaunso Dessai.			
East: S. No. 23, 3, 4, S. No.		10. Mahadev Purso Gaunso Dessai.			
316, 317/1, S. No. 320, 2.		11. Anant Balso Gaunso Dessai.			
West: S. No. 316, 317/1, 12,	36/3 part	12. Mablu Shambu Gaunso Dessai.			
11, S. No. 320, 2, 321/2,		13. Vilas Santu Gaunso Dessai.			
323/1.		1. Vishal Fati Gaunso Dessai.	350.00		
23 part	1. Narabari Govind Bhat Dessai.	2. Yeshodi Vishnu Gaunso Dessai.			
	2. Keshav Govind Bhat Dessai.	3. Janu Kushali Prabhu Dessai.			
	3. Vinayak Govind Bhat Dessai.	4. Migo Gaunso Dessai.			
	4. Vishnu Govind Bhat Dessai.	5. Vishwanath Govind Gaunso Dessai.			
22 part	1. Dugo Chandru G. Dessai.	6. Krishna Dattu Gaunso Dessai.			
8	1. Vithal Phati Gawas Dessai.	7. Narayan Vithal Gaunso Dessai.			
	2. Narayan Dulpa Gawas Dessai.	1. Antonio Pedro Fernandes.	475.00		
	3. Vishwanath Govind Gawas Dessai.	1. Sateri Gram Devi Xeldem.	675.00		
	4. Krishna Datu Gawas Dessai.	1. Yeshwant Chandru Gaunso Dessai.	62.00		
	5. Duwarki Hari Gawas Dessai.	2. Satyawati Raghunath Gaunso.			
	6. Yeshodi Vishnu Dessai.	3. Parvati Shanu Gaunso Dessai.			
	7. Jonem Khushalli Parab.	4. Laxmi Shambu Gaunso Dessai.			
	1. Fulu Alias Savitri Naik Gaonkar.	5. Ulhas Balu Gaunso Dessai.			
	1. Simautini Kakodkar.	6. Shankar Balu Gaunso Dessai.			
	2. Kamalakar Gajanan Kakodkar.	7. Krishna Rama Gaunso Dessai.			
10/1 part	1. Shankar Ganaji Naik.	1. Deu Soiru Gawas Dessai.	425.00		
15 part	O: Fulu Alias Savitri Naik Gaonkar.	2. Soiru Deu Gawas Dessai.			
	T: 1. Tilu Shanu Naik.	3. Purushottam Bablo Gawas Dessai.			
	2. Anand Yeshwant Naik.	4. Krishna Narayan Gawas Dessai.			
	3. Kashiram Naguqesh Naik.	1. Ram Bhiku Naik.	5.00		
16/1 part	1. Simintini Gajanan Kakodkar.	1. Sateri Gram Devi Xeldem.	100.00		
16/32 part	1. Kamalakar Gajanan Kakodkar.	T: Arjun Mukund Fotto.			
	T: Kashinath Anant Naik.	1. Balso Purushottam Raut Dessai.	145.00		
	1. Kamalakar Gajanan Kakodkar.	T: Vishnu Devidas Xeldekar.			
16/34 part	T: Upasso Jiju Naik.	<i>Boundaries:</i>			
	1. Kamalakar Gajanan Kakodkar.	North: S. No. 36/3, 2, S. No.			
16/38 part	T: Gokuldas Dharma Naik.	35, S. No. 25, 26, 14, S. No.			
	1. Kamalakar Gajanan Kakodkar.	28/2, 1, S. No. 33.			
16/40 part	T: Datta Babuso Naik.	South: S. No. 36/3, 2, S. No.			
	1. Kamalakar Gajanan Kakodkar.	35, S. No. 25, 33, 26, S. No.			
16/43 part	T: Gokuldas Dharma Naik.	27/1, S. No. 28/1, 2.			
	1. Kamalakar Gajanan Kakodkar.	East: S. No. 28/1.			
16/44 part	T: Kashinath Anant Naik.	West: S. No. 2.			
	1. Kamalakar Gajanan Kakodkar.	<i>Taluka:</i> Quepem <i>Village:</i> Odar			
16/46 part	T: Anand Yeshwant Naik.	1. Paulo Araujo Mascarenhas.	350.00		
	1. Kamalakar Gajanan Kakodkar.	1. Mahabaleshwar Yeshwant Sinai.	25.00		
"/47 part	T: Upasso Jiju Naik.	1. Ramchandra Odarkar.	10.00		
	1. Kamalakar Gajanan Kakodkar.	<i>Boundaries:</i>			
"/50 part	T: Anand Yeshwant Naik.	North: S. No. 4/1, 3/2.			
"/52 part	— do —	South: S. No. 4/1, 5, 6.			
"/53 part	1. Kamalakar Gajanan Kakodkar.	East: Road, 4/6.			
"/59 part	T: Datta Babuso Naik.	West: S. No. 4/1.			
"/60 part	1. Kamalakar Gajanan Kakodkar.	<i>Taluka:</i> Quepem <i>Village:</i> Cacora			
"/61 part	T: Gokuldas Dharma Naik.	1. Vicente Francisco Mascarenhas.	120.00		
"/86 part	1. Kamalakar Gajanan Kakodkar.	1. Francisco Mascarenhas.	550.00		
12 part	T: Kashinath Anant Naik.	1. Constancio Mascarenhas.			
	Prakash Sacharam Xeldencar.	<i>Boundaries:</i>			
	<i>Boundaries:</i>	North: S. No. 14/2, 3.			
	North: S. No. 23, 22, 8, 17, S.	South: S. No. 10/1, in Xeldem			
	No. 10/1.	village.			
	South: S. No. 23, 22, 8, 18, S.	East: Road, 14/3.			
	No. 16/58, 52, 59, 60, 61, S.	West: S. No. 14/3.			
	No. 12.	<i>Taluka:</i> Quepem <i>Village:</i> Cacora			
	East: S. No. 10/1, S. No. 17,	1. Durganand Bapto Sanvordekar.	30.00		
	S. No. 16/1, 32, 34, 38, 40,	2. Vishwambar Shambu Sanvordekar.			
	43, S. No. 16/44, 46, 47, 50,	3. Fatu Subrai Sanvordekar.			
	52, S. No. 16/59, 60, 86, S.	4. Somnath Ramoji Sanvordekar.			
	No. 12 village boundary of	T: 1. Uttam Deuba Gauns Dessai.			
	Cacora S. No. 22, S. No. 23.	2. Rama Raghoba Gauns Dessai.			
	West: S. No. 22, 23, 4, S. No.				
	10/1, S. No. 18, 15, S. No.				
	16/58, 59, 60, 61, 86, S. No.				
	12.				

	3. Narayan Roghoba Gauns Dessai. 4. Shamba Elikaro Gauns Dessai. 5. Shamba Chandru Gauns Dessai. 6. Deu Chandru Gauns Dessai.	100.00
466/10 part Q:	1. Janardan Buli Sinai Kunkolinkar. 2. Shantanand Buli Sinai Kunkolinkar. 3. Vaikunt Damodar Sinai Kunkolinkar. 4. Usmo Venktesh Sinai Kunkolinkar. 5. Esvonta Naraina Sinai Kunkolinkar. 6. Sadanand Balkrishna Sinai Kunkolinkar. 7. Kashinath Krishnakanji. 8. Manohar Surlakar. T: Anand Narayan Gaunso.	170.00
466/12 part O:	1. Janardan Buli Sinai Kundkolinkar. 2. Shantanand Buli Sinai Kunkolinkar. 3. Vaikunth Damodar Sinai Kunkolinkar. 4. Usmo Venktesh Sinai Kunkolinkar. 5. Esvonta Naraina Sinai Kunkolinkar. 6. Sadanand Balkrishna Sinai Kunkolinkar. 7. Kashinath Krishna Keno. 8. Manohar Surlakar.	
	Boundaries: North: S. No. 466/9, 12, 1. South: 466/10, 12. East: 466/1, 12. West: Village boundary of Xeldem.	14300.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 20th December, 1989.

◆◆◆
Department of Labour

Order

No. 28/17/83-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 1st September, 1988.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No.: IT/34/83

Workmen — Workmen/Party I
V/s
M/s. V. M. Salgaonkar & Bro.
Pvt. Ltd. — Employer/Party II

Workmen represented by Shri Subhas Naik, Secretary, Goa
Trade & Commercial Workers' Union.

Employer represented by Adv. G. K. Sardessai.

Panaji. Dated: 10-8-88

AWARD

This is a reference made by the Govt. of Goa, by its order No. 28/17/83-ILD dated August, 11, 1983 with an annexure scheduled thereto which reads as follows:

"Whether the demands of the workmen at the Head Office Establishments at Vasco-da-Gama, Goa, of M/s. V. M. Salgaonkar and Brother Pvt. Ltd., Vasco-da-Gama, Goa, for canteen facility and food subsidy are justified?

If so, to what relief the workmen are entitled to and from which date?"

2. After the receipt of the Govt. reference, notices were issued to the parties returnable on 7-9-1983. After the services of the notices the General Secretary of Party No. I Union filed the claim statement on 6th October, 1983. The management of Party No. II through its Administrative Manager filed their written statement on 11th Nov.'83. In the written statement, the management had taken basic objection to the tenability of the reference on the grounds that the demand is covered by the existing settlement dated 1-4-1981 between the Union and the Company. These preliminary objections need some explanation and the purpose for which the reference came to be made has got to be considered at this stage.

3. This is a dispute between the workmen of M/s. V. M. Salgaonkar & Bro. Pvt. Ltd., and the Company having the Head Office at Vasco. The Union submitted a charter of demands with Party No. II on 8-12-80. The charter of demands is at Exh. E-1. The charter of demands consisted amongst other demands, one demand at serial no. 9 regarding Canteen facilities and food subsidy, the workmen had demanded that they be provided with a furnished Canteen where lunch be provided at subsidized rates. Adding further to the demand they alternatively stated that a lunch subsidy should be paid to all the workmen which should be added in the pay sheet. After the submission of the charter of demands a settlement was arrived at between the Union and the management on 1-4-1981 and the settlement is at Exh. E-2. During the settlement the union and the management could not arrive at an agreed settlement regarding the Canteen facility and Food Subsidy. Hence on the point of Canteen facility and Food Subsidy it was recited in the settlement that "This demand is not pressed by the workmen for the time being and agree to discuss in future at a mutually agreed date". In the same settlement there is clause No. 29 which reads thus "The workmen/union agree that they will not raise any further demands involving financial liability on the Management during the operative period of this settlement, except those which are kept open for discussions at a later date". This is how the question of Canteen facility and food subsidy was kept open and the matter went into conciliation. Upon the failure of the conciliation proceedings the report was made to the Govt. and the Government made the reference to the Tribunal u/s 10(1)(d) of the Act and the Government expects this Tribunal to record a finding about the justifiability or otherwise of the demand of the workmen for Canteen facilities and Food subsidy.

4. In the written statement the management took objection to the very basis of the Govt. reference on the ground that in the settlement dated 1-4-81 the workmen had agreed not to raise any further dispute within the stipulated period of the settlement and as such the dispute regarding the Canteen facilities etc., is not just and proper and on this count the Govt. reference is bad in law. In view of this basic objection to the tenability of the Govt. reference, my Predecessor framed a preliminary issue reading thus "Whether the employer proves that this reference is not maintainable on the ground that the demand is covered by the existing settlement dated 1-4-1981 between the Union and the Company?". My Predecessor treated this issue as a preliminary issue and by his speaking order dated 20-12-84 he held that the demand at item No. 9 of the settlement was left open and the demand was not pressed by the workmen for the time being in the larger interest of the settlement between the Union and the management over other demands. Hence, my Predecessor accepted the plea of the Union that the demand was not pressed by the workmen for the time being and agreed to discuss the same at future at a mutually agreed date. With this my Predecessor held that the demand was not settled between the parties nor was it dropped by the Union. He appreciated the fact that in order not to delay the settlement of other items this demand was left for discussion and settlement in future at a mutually agreed date. With this, my Prede-

cessor held that the preliminary issue was not sustainable, recorded a finding against the management and held that the reference is maintainable.

5. Along with the above developments another development took place. After the settlement of 1-4-1981 there was another settlement between the Union and the Management which took place on 6-6-1985 and the copy of the settlement is at Exb. E-5. In this subsequent settlement also the issue of food subsidy and canteen facility was taken for discussion but no agreement could be reached between the Union and the Management on this evasive issue of canteen facility and food subsidy. Hence in the fresh settlement dated 6-6-1985 a fresh clause was added as clause 8(a). "Since the matter is pending before the Honourable Industrial Tribunal, the award of the Tribunal will be accepted and the same will be implemented". This is how the matter is left open for consideration as 2nd settlement could not discuss the matter of canteen facility and food subsidy because the Govt. reference was pending before this Tribunal. With this position the parties went on trial.

6. With the rival contentions my Predecessor was supposed to see if any new issue arose for consideration in this matter. After disposing off the preliminary issue about the tenability of the reference, my Predecessor considered the pleadings of the parties in order to find out whether any more issues were needed and by his order he held that no other issues besides the issues raised in the Government reference were needed. This is how the issue before me for consideration is whether the demand of the workmen at the Head Office establishment at Vasco-da-Gama of M/s. V. M. Salgaonkar & Brother Pvt. Ltd., for Canteen Facility and Food Subsidy are justified. I have to study the evidence to consider the demands of the workmen of the Head Office of the establishment for Canteen Facility and Food Subsidy. Obviously the burden lies heavily on the Union to prove that they are entitled to Canteen Facility and the demand for Food Subsidy is justifiable. In support of its contention the Union has examined 3 witnesses and they are Abdul Raza Abdul Habib Sheikh, Guillerimino Crasto and Sylvestre Thomas Correira. The first witness is the General Secretary of the union and he states that in 1980 the Union while submitting the charter of demands asked the management for food subsidy @ Rs. 50/- per month or subsidized food for Rs. 2/- per meal. While justifying the demand he stated that the cost of living in Vasco is very high. He has also spoken about the comparable instances which I will discuss subsequently. The 2nd witness Crasto who is working for Party No. II for the last 14 years before his deposition stated that the issue of the Food Subsidy and Canteen Facility was kept pending and further stated that food is very expensive in Vasco. He has also spoken about the similar facility available at Goa Shipyard Ltd., at Vasco where subsidized meals are provided @ Rs. 1.50 per meal. He also speaks about the subsidized food provided by Chowgule & Company also at Vasco. The 3rd witness Sylvestre is working with the Goa Shipyard Limited also at Vasco for 18 years before his deposition and he states that the food is supplied to them @ Rs. 1.50 per person per meal. He also produced a relevant coupon. This is the evidence for the workmen. As against this the management examined the Manager G. Mohan Rao who stated that the Party II is a Commercial establishment and such establishment did not extend benefits of food subsidy to its employees. He was then confronted with the position obtaining with the Chowgule & Company and Dempo & Company and he admitted that the Head Office of Chowgule & Co., at Harbour provides canteen and subsidized food facilities. He also admitted that Chowgule & Company is a Commercial establishment.

7. From the evidence of the Union and the management the following information emerges for our consideration.

I. Goa Shipyard Limited provides food to its workers at Rs. 1.50 per person per meal.

II. Zuari Agro Chem. Limited at nearby Zuarinagar pays food subsidy to the workers @ Rs. 50/- per month where there is no canteen. The Z.A.C.L. supplies food at subsidized rates where there is canteen facility.

III. Chowgule & Company provides subsidized food to its workers at Rs. 1.70 per person per meal and subsidized food is supplied to the workmen at the Head Office even when the workmen have no union of their own.

IV. The Canteen facilities are provided at Mining establishment and loading points of different concerns at and around Vasco.

The management of Party No. II which was aware of similar canteen facilities which were made available to their workmen by different establishment states that those are not the comparable instances. However, it is pointed to me that the provision of the canteen facility is not a novelty to Party No. II which is a very big concern having big mining operations in Goa and that in its different establishments it serves food to its employees at the subsidized rates between Re. 1/- to 0.80 paise per meal besides free tea twice a day. The management which was aware of this position explains the position while replying to the claim statement, para 10 in clause 13 of its written statement reading thus:

In regard to para 10 of the statement of claim, it is admitted that the employer has extended the facility of subsidised lunch at the establishments mentioned therein. Most of the mining establishments and loading points of the Company are in secluded places, where the employees, during their lunch hours cannot get any eatables in the nearby area. This applies to Civil Construction at Surla also. In these circumstances, the employer has made arrangements for subsidised canteen at such places to ameliorate the difficulties of the workmen. Cortalm Shipyard and Central Workshop are also not exceptions to these contingencies. It is submitted that if the physical inspection is taken of the areas wherever such facility is given, this Hon'ble Tribunal will come to the conclusion that such facility is necessary in the given cases and if inspection of the place where the Head Office is situated is taken this Hon'ble Tribunal will have to come to the conclusion that within the radius of 200 meters, the people can go and have their lunch at prices suitable to their pocket due to a number of restaurants and boarding houses doing business within this radius.

8. This is how while admitting the position the management has to offer its own explanation regarding the subsidized food facilities which it has made available to its other establishment, loading points at Usgao, Cortalm Shipyard, Central Workshop, Surla constructions at Surla. While admitting that the food supplied to the workmen at these establishments are at subsidized rates of around Re. 1/- per meal, management has tried to explain the position by stating that the establishment and the loading points in particular are away at secluded places where the employees cannot get any eatables in the nearby areas, during lunch hours and hence per-force the management is constrained to provide subsidized food to its workers in the remote areas in the interest of the industrial peace. This explanation is no doubt true to some extent because the Mining operation and loading operation take place at far off places and unless there is some professional Canteen the management has to have its own Canteen to make provisions to supply food to its workmen. To this extent the explanation given by the management is no doubt worthy of consideration. However, the question is whether the provision made by the management to its workmen elsewhere could not be extended to its workmen at a place like Vasco where the costs of living is very high. I can take a judicial notice of the fact that the cost of living is very high at Vasco as compared to any other place in Goa. The workmen of Party No. II in its Head Office at Vasco have to work in a place where the standard of living is high and considering this aspect it has to be now seen by me whether the demand for Canteen facility and Food subsidy made by the workmen of the Head Office is just and proper in the circumstances of the case.

9. While explaining away its position in this regard the management has placed reliance on certain circumstances. According to the Party No. II the rise in D. A. is related to even food allowance and the provision of tiffin is discretionary and may be an act of generosity and the financial capacity of the management to provide subsidized food could not be a sole basis to grant the demand for the food facility. Hence according to the management even though its financial position is sound and even though it is providing subsidized food to its employees in other concerns the same act of generosity cannot be and could not be extended to the workmen at the Head Office at Vasco, because according to the management many Canteens are established around the Head Office at Vasco and food is available at working distance. Hence according to the management the Canteen Facility would not be a part of the service condition and the Union has failed to establish the point by giving comparable instances and as such the Union has failed to discharge the burden which is cast heavily on it. According to the management much reliance is placed on the oral testimony of the union but no much documentary evidence is led by them.

According to the management oral and interested testimony should not be relied upon but there should be documentary evidence showing the instance of business capital dividend and the financial capacity of the management. These submissions are made by the management by relying on the observations of the Supreme Court case of French Motor Company reported in 1962 Part II, page 774.

10. What is stated in that case is that while placing reliance on oral and interested testimony, care should be taken to see that there is documentary evidence on record. While doing so the extent of business and capital division and other things have to be taken into consideration. Similarly, comparable instances of similar concerns have to be taken into consideration. I have already enumerated the facts and circumstances in para. 7 of the judgment.

11. The only point worth considering regarding Party No. II is that it is not a manufacturing concern but it is just the Head Office of the Mining establishment. This is no doubt true. However, for business prospects the Company has established this head office in an important place like Vasco where the standard of living is very high. Further, the workmen would be benefited if the Canteen is established in the premises of the Company to finish up the lunch within half an hour and resume the duties. Along with the comparable instances of Goa Shipyard, Zuari Agro, Chowgule & Company and Dempo's this aspect also deserves to be considered. About the second point that the grant of Canteen allowance or canteen subsidy would mean enhancing the burden on the company. I do not find any substance in this objection. It is no doubt true that the grant of additional D. A. in the second settlement envisages the financial reliefs. However, it is in evidence that at the time of the settlement dated 6-6-85 the fresh clause No. 8(a) was added saying that this point is pending before the Tribunal and the award of the Tribunal will be accepted and will be implemented. The insertion of this clause also goes to show that the management of the Party II/Company was fully aware of the nature of the demand and it also thought it fit to leave the things with Tribunal and this reference was pending in 1985 when the second settlement took place. I find that the decision is coming in 1988 when the prices of commodities have sky rocketed and some such relief by way of Canteen facility is the need of the day. While considering the comparable instances, I find that Party No. II M/s V. M. Salgaocar & Bro. Pvt. Ltd., is one of the big companies standing on par with Chowgule & Company, Dempos and such other big houses. This company can fully afford financially to pay the small amount required for the Canteen Facility.

12. The Company which has parental responsibility towards its workmen can very well satisfy them by providing food at the subsidized rates. I therefore hold that the demand of the workmen is just and proper, and I answer the reference in the affirmative and pass the following order.

ORDER

It is hereby held that the demands of the workmen for Canteen Facility and Food Subsidy are justified. The management of M/s V. M. Salgaocar & Bro. Pvt. Ltd., Vasco da

Gama, Goa do hereby pay an amount of Rs. 50/- (Rupees fifty only) to each workmen per month in addition to the pay packet towards Canteen facility and food subsidy. This amount shall be payable from 6-6-1985 until: 2-10-1988.

The management shall provide the workmen with a Canteen with all provisions where the workmen would be given the tea free twice a day and lunch of standard type food, similar to rice plate with standard food at the rate of Rs. 2/- per thali from 2-10-1988 the day of Gandhi Jayanti.

If for some reasons it is not possible to the management to have a Canteen of its own within its premises the Canteen & Food subsidy allowance of Rs. 50/- p.m. shall be paid to the workmen until the next settlement.

The Govt. be informed about the decision about the Govt. reference.

In the circumstances of the case the parties are directed to bear their own costs.

S. V. Nevagi
Presiding Officer
Industrial Tribunal

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Law (Establishment) Department
Office of the District Sessions Court, Panaji

Order

No. DSC/GVR/L/159/89/6638

SHRI. G. V. RATNAM, Civil Judge, Senior Division, and Judicial Magistrate, F. C., Mapusa, is hereby granted Commuted Leave for 30 days with effect from 19-11-89 to 18-12-1989 with permission to suffix 19th December 1989 being a Holiday.

Certified that but for proceeding on leave he would have officiated as Civil Judge, Senior Division and Judicial Magistrate, F. C., Mapusa.

On expiry of leave granted he is likely to be posted in the same station from where he is proceeding on leave.

During Shri G. V. Ratnam's absence on leave Shri D. R. Kenkre, Civil Judge, Senior Division and J.M.F.C., Bicholim, shall look after urgent Special Civil Suits and Shri D. P. Dhabolkar, Civil Judge, Junior Division and J.M.F.C., Mapusa, shall look after Regular Civil Suits and Criminal matters of his Court.

During the absence of Shri. G. V. Ratnam on leave Shri D. P. Dhabolkar, Civil Judge, Junior Division and J.M.F.C., Mapusa, is hereby appointed as Head Office and drawing and disbursing Officer for Mapusa Courts.

Eurico Santana da Silva, District & Sessions Judge.

Panaji, 9th December, 1989.